

1

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

SHEILA A. ROTH

AND

ROBERT R. ROTH  
9201 Holmes Ct.  
Kansas City, Missouri

Plaintiffs,

v.

LA SOCIÉTÉ ANONYME TURBOMECA FRANCÉ  
A/K/A TURBOMECA S.A., or  
SOCIÉTÉ TURBOMECA FRANCÉ  
64320 Bordes  
Bizanos, France

(Delivered via Certified Mail)

AND

TURBOMECA ENGINE CORPORATION  
80 Brazos, Suite 102  
Austin, Texas 78701

(Delivered via Certified Mail)

AND

AXA  
21-23, avenue Matignon  
75008 Paris  
Paris, France

(Delivered via Certified Mail)

AND

00 APR 24 2001  
JACKSON CO. MO.  
FBI - KAN CITY  
AE

00CV210476

Case No.

Division No.



**G.I.E. LA REUNION AERIENNE**  
**50 Rue Ampere**  
**Paris, France 75017**

(Delivered via Certified Mail)

**AND**

**LA REUNION FRANCAISE**  
**5 Rue Cadet**  
**Paris, France 75009**

(Delivered via Certified Mail)

**AND**

**L'UNION DES ASSURANCES**  
**DE PARIS-INCENDIE/ACCIDENS**  
**(Serve AXA at:**  
**21-23, avenue Matignon**  
**75008 Paris**  
**Paris, France)**

(Delivered via Certified Mail)

**AND**

**ABEILLE ASSURANCES**  
**52 rue de la Victoire**  
**75009 Paris, France**

(Delivered via Certified Mail)

**AND**

**CAISSE INDUSTRIELLE D'ASSURANCES**  
**MUTUELLE (CIAM)**  
**9 Rue Robert**  
**69006 Lyon, France**

(Delivered via Certified Mail)

**AND**)  
**LA CONCORDE**)  
**(Serve: Generali France Assurances)**)  
**5 rue de Londres**)  
**75456 Paris Cedex 09**)

(Delivered via Certified Mail))

**AND**)  
**GENERAL ACCIDENT FIRE & LIFE ASSURANCE**)  
**CORP., P.L.C.**)  
**Piteavlis**)  
**Perth PH2 0N, United Kingdom**)

(Delivered via Certified Mail))

**AND**)  
**IRISH NATIONAL INSURANCE COMPANY, P.L.C.**)  
**9/10 Dawson Street**)  
**Dublin, Ireland**)

(Delivered via Certified Mail))

**AND**)  
**LA MUTUELLE ELECTRIQUE D'ASSURANCES**)  
**6 Rue Chauchat**)  
**75009 Paris, France**)

(Delivered via Certified Mail))

**AND**)  
**LA MUTUELLE DU MANS I.A.R.D.**)  
**19/21 rue Chanzy**)  
**Le Mans Cedex, France 72030**)

(Delivered via Certified Mail))

**AND**)

**RHIN ET MOSELLE – ASSURANCES FRANCAISE**)  
**1 rue des Arquebusiers**)  
**Boite postale S2**)  
**F-67000 Strasbourg Cedex, France**)

(Delivered via Certified Mail) )

AND )

**ASSUROP**)  
**(Address Unknown)**)

(Delivered via Certified Mail) )

AND )

**LA FRANCE, I.A.R.D.**)  
**7 et 9 Boulevard Haussmann**)  
**75309 Paris Cedex 09, France**)

(Delivered via Certified Mail) )

AND )

**PRESERVATRICE FONCIERE ASSURANCES**)  
**37 Rue D Alesia**)  
**75014 Paris, France**)

(Delivered via Certified Mail) )

AND )

**AXA GLOBAL RISKS, S.A.**)  
**2-4 rue Jules-Lefebvre**)  
**Paris, France 75009**)

(Delivered via Certified Mail) )

AND )

**UNITED STATES AIRCRAFT INSURANCE GROUP**)  
**(Address Unknown)**)

(Delivered via Certified Mail) )

AND )

**UNITED STATES AVIATION UNDERWRITERS, INC.**)  
**Serve: Registered Agent**)  
**United States Corporation Co.**)  
**221 Bolivar Street**)  
**Jefferson City, Missouri 65101**)

(Delivered via Certified Mail) )

AND )

**CINCINNATI INSURANCE COMPANY**)  
**(Serve: Missouri Department of Insurance)**)  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

AND )

**CGU INSURANCE COMPANY OF NEW JERSEY**)  
**(Serve: Missouri Department of Insurance)**)  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

AND )

**CGU INSURANCE COMPANY OF NEW YORK**)  
**201 N. Service Road, P.O. Box 9088**)  
**Melville, New York 11747-9088**)

(Delivered via Certified Mail) )

AND )

**GA INSURANCE COMPANY OF NEW YORK**  
**436 Walnut Street**  
**Philadelphia, Pennsylvania 19105**

(Delivered via Certified Mail)

**AND**

**GENERAL ASSURANCE COMPANY**  
**436 Walnut Street**  
**Philadelphia, Pennsylvania 19105**

(Delivered via Certified Mail)

**AND**

**POTOMAC INSURANCE COMPANY OF ILLINOIS**  
**(Serve: Missouri Department of Insurance)**  
**301 High Street**  
**P.O. Box 690**  
**Jefferson City, Missouri 65102**

(Delivered via Certified Mail)

**AND**

**HARTFORD CASUALTY INSURANCE COMPANY**  
**(Serve: Missouri Department of Insurance)**  
**301 High Street**  
**P.O. Box 690**  
**Jefferson City, Missouri 65102**

(Delivered via Certified Mail)

**AND**

**HARTFORD UNDERWRITERS INSURANCE COMPANY**  
**(Serve: Missouri Department of Insurance)**  
**301 High Street**  
**P.O. Box 690**  
**Jefferson City, Missouri 65102**

(Delivered via Certified Mail)

**AND**

**PACIFIC INSURANCE COMPANY, LTD.**  
**150 Federal Street**  
**Boston, Massachusetts**

(Delivered via Certified Mail)

**AND**

**TWIN CITY FIRE INSURANCE COMPANY**  
**(Serve: Missouri Department of Insurance)**  
**301 High Street**  
**P.O. Box 690**  
**Jefferson City, Missouri 65102**

(Delivered via Certified Mail)

**AND**

**LIBERTY MUTUAL INSURANCE COMPANY**  
**(Serve: Missouri Department of Insurance)**  
**301 High Street**  
**P.O. Box 690**  
**Jefferson City, Missouri 65102**

(Delivered via Certified Mail)

**AND**

**ROYAL INDEMNITY INSURANCE COMPANY**  
**9300 Arrowpoint Boulevard**  
**P.O. Box 1000**  
**Charlotte, North Carolina 28201-1000**

(Delivered via Certified Mail)

**AND**

**AMERICAN AND FOREIGN INSURANCE COMPANY )  
9300 Arrowpoint Boulevard )  
P.O. Box 1000 )  
Charlotte, North Carolina 28201-1000 )**

(Delivered via Certified Mail) )

**AND )**

**GLOBE INDEMNITY INSURANCE COMPANY )  
(Serve: Missouri Department of Insurance) )  
301 High Street )  
P.O. Box 690 )  
Jefferson City, Missouri 65102 )**

(Delivered via Certified Mail) )

**AND )**

**ROYAL INSURANCE COMPANY OF AMERICA )  
(Serve: Missouri Department of Insurance) )  
301 High Street )  
P.O. Box 690 )  
Jefferson City, Missouri 65102 )**

(Delivered via Certified Mail) )

**AND )**

**SAFEGUARD INSURANCE COMPANY )  
(Serve: Missouri Department of Insurance) )  
301 High Street )  
P.O. Box 690 )  
Jefferson City, Missouri 65102 )**

(Delivered via Certified Mail) )

**AND )**

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )

AND )

)  
**ST. PAUL FIRE AND CASUALTY INSURANCE COMPANY**)  
**20800 Swenson Drive, Ste. 300**)  
**Waukesha, Wisconsin 53186-4000**)

(Delivered via Certified Mail) )

AND )

)  
**ST. PAUL GUARDIAN INSURANCE COMPANY**)  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

AND )

)  
**ST. PAUL INDEMNITY INSURANCE COMPANY**)  
**9001 Wesleyan Road, Suite 400**)  
**Indianapolis, Indiana 46268**)

(Delivered via Certified Mail) )

AND )

)  
**ST. PAUL INSURANCE COMPANY OF ILLINOIS**)  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

**AND**

**ST. PAUL INSURANCE COMPANY OF NORTH DAKOTA**)  
**One Second Street Nort**)  
**Fargo, North Dakota 58102**)

(Delivered via Certified Mail) )

**AND**)

**ST. PAUL MERCURY INSURANCE COMPANY**)  
**(Serve: Missouri Department of Insurance)**)  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

**AND**)

**ST. PAUL PROPERTY AND CASUALTY COMPANY**)  
**(Serve: Missouri Department of Insurance)**)  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

**AND**)

**UNITED STATES AUTOMOBILE ASSOCIATION**)  
**(Serve: Missouri Department of Insurance)**)  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail) )

**AND**)

**USAA CASUALTY INSURANCE COMPANY**)  
(Serve: Missouri Department of Insurance))  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)  
  
(Delivered via Certified Mail))  
  
**AND**)  
  
**ZURICH AMERICAN INSURANCE COMPANY**)  
OF ILLINOIS))  
(Serve: Missouri Department of Insurance))  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)  
  
(Delivered via Certified Mail))  
  
**AND**)  
  
**ASSOCIATED AVIATION UNDERWRITERS**)  
**51 John F. Kennedy Parkway**)  
**Short Hills, New Jersey 07078**)  
  
(Delivered via Certified Mail))  
  
**AND**)  
  
**CENTENNIAL INSURANCE COMPANY**)  
(Serve: Missouri Department of Insurance))  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)  
  
(Delivered via Certified Mail))  
  
**AND**)

**CONTINENTAL CASUALTY COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**FEDERAL INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**FIREMAN'S FUND INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**GREENWICH INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )

**LUMBERMENS MUTUAL CASUALTY COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**UNDERWRITERS INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**WESTPORT INSURANCE COMPANY** )  
(Serve: Missouri Department of Insurance) )  
**301 High Street** )  
**P.O. Box 690** )  
**Jefferson City, Missouri 65102** )  
  
(Delivered via Certified Mail) )  
  
**AND** )  
  
**COMPAGNIE DES ASSURANCES MARITIMES,** )  
**AERIENNES ET TERRESTRES (CAMAT)** )  
**9, Rue Des Filles Saint Thomas** )  
**75002 Paris, France** )  
  
(Delivered via Certified Mail) )  
  
**AND** )

**AFG-M.A.T.**)  
**23/27 rue Notre Dame des Victoires**)  
**75002 Paris, France**)  
  
(Delivered via Certified Mail) )  
  
**AND**)  
  
**SKANDIA INSURANCE COMPANY**)  
**4, rue Cambon, 4<sup>th</sup> Floor**)  
**75001 Paris, France**)  
  
(Delivered via Certified Mail) )  
  
**AND**)  
  
**AVIATOR**)  
**(Address Unknown)**)  
  
(Delivered via Certified Mail) )  
  
**AND**)  
  
**AXA (AVIAFRANCE ASSURANCE AVIATION)**)  
**Serve AXA:**)  
**21-23, avenue Matignon**)  
**75008 Paris**)  
**Paris, France**)  
  
(Delivered via Certified Mail) )  
  
**AND**)  
  
**CORPORATION OF LLOYD'S**)  
**1 Lime Street**)  
**London EC3M 7HA**)  
**United Kingdom**)  
  
(Delivered via Certified Mail) )  
  
**AND**)

**NEW HAMPSHIRE INSURANCE COMPANY**)  
(Serve Missouri Department of Insurance))  
**301 High Street**)  
**P.O. Box 690**)  
**Jefferson City, Missouri 65102**)

(Delivered via Certified Mail))

**AND**)

**INSURANCE COMPANY OF NORTH AMERICA**)  
(U.K.) LIMITED))  
**Cigna House**)  
**8 Lime Street**)  
**London, EC3M 7NA, United Kingdom**)

(Delivered via Certified Mail))

**AND**)

**SIRIUS INSURANCE P.L.C.**)  
**Third Floor, Marlon House**)  
**71-74 Mark Lane**)  
**London EC3R 7RH, United Kingdom**)

(Delivered via Certified Mail))

**AND**)

**ARIG INSURANCE COMPANY LTD.**)  
**50 Mark Lane**)  
**London EC3R 7QH, United Kingdom**)

(Delivered via Certified Mail))

**AND**)

**JOHN DOE DEFENDANTS 1 THROUGH 452**)

**AND**)

**MENDES & MOUNT LLP**)  
**750 Seventh Avenue**)  
**New York, New York 10019-6829**)  
  
(Delivered via Certified Mail) )  
  
AND )  
  
**KEVIN COOK**)  
**750 Seventh Avenue**)  
**New York, New York 10019-6829**)  
  
(Delivered via Certified Mail) )  
  
AND )  
  
**DOUGLAS N. GHERTNER**)  
**4600 Madison Avenue**)  
**Kansas City, Missouri 64112-3012**)  
  
(Delivered via Certified Mail) )  
  
Defendants. )

**PETITION FOR DAMAGES**  
**Count I -- Fraud**

**COME NOW** the Plaintiffs, Sheila A. Roth and Robert R. Roth, by and through their attorneys, and for Count I of their Petition state:

1. Plaintiffs, Sheila A. Roth and Robert R. Roth, reside at 9201 N. Holmes Court, Kansas City, Clay County, Missouri, and at all times mentioned herein were lawfully married.
  
2. Defendant, La Société Anonymé Turbomeca Francé, also known as Turbomeca S.A. or Société Turbomeca Francé, is a French corporation (hereinafter

"Turbomeca France"). Service may be had at its place of business at 64320 Bordes, Bizanos, France, under the terms of the 1969 Hague Convention for the service of process abroad of judicial and extrajudicial documents.

3. Turbomeca France is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, exportation, and/or distribution of helicopters for ultimate sale and/or use in the State of Missouri.

4. At all times material hereto, Turbomeca France has sold, delivered, and/or distributed such products in the United States, including the State of Missouri to be used by a foreseeable class of persons, of whom Sheila A. Roth was a member, consisting of those persons who may be a nurse in an air ambulance helicopter.

5. Defendant, Turbomeca Engine Corporation (hereinafter "Turbomeca U.S."), is a Texas corporation doing business in the State of Missouri. Service may be had on its Registered Agent by serving U.S. Corporation Co., 80 Brazos, Suite 102, Austin, Texas 78701.

6. Turbomeca U.S. is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopter jet engines for ultimate sale and/or use in the State of Missouri.

7. At all times material hereto, Turbomeca U.S. has sold, delivered, and/or distributed such products for ultimate sale and/or use in the State of Missouri to be used by a foreseeable class of persons, of whom Sheila A. Roth was a member, consisting of those persons who may be a nurse in helicopters using Turbomeca engines.

8. Defendant, La Reunion Aerienne, is a "Groupment D'Interet Economique", or "G.I.E." Said Defendant was formed by the members who have pooled their efforts in areas of mutual interest, in this case to provide insurance to Turbomeca France and Turbomeca U.S. La Reunion Aerienne is located at 50 rue Ampere in Paris, France. La Reunion Aerienne, through its member companies, provided both primary and excess coverage to Defendants, Turbomeca France and Turbomeca U.S., under Policy No. 93/14313 and Notes de Couverture, copies of which are attached thereto.

9. The members of La Reunion Aerienne are Defendants, La Reunion Francaise; L'Union des Assurances de Paris-Incendie/Accidents; Abeille Assurances; Caisse Industrielle D'Assurance Mutuelle; La Concorde; General Accident Fire & Life Assurance Corp., P.L.C.; Irish National Insurance Company, P.L.C.; Mutuelle Electrique D'Assurances; La Mutuelle Du Mans I.A.R.D.; Rhin et Moselle – Assurances Francaise; Assurop; La France; I.A.R.D.; and Preservatrice Fonciere Assurances (collectively called "Members of La Reunion Aerienne").

10. John Doe Defendants 1 through 25 were members of Defendant, La Reunion Aerienne, when Policy No. 93/14313 was issued insuring, among others, Turbomeca France and Turbomeca U.S. John Doe Defendants 1 through 25 are insurance companies that participated in La Reunion Aerienne with the known companies identified in Paragraph No. 9 above. The identities of John Doe Defendants 1 through 25 are not known to Plaintiffs, but is known to La Reunion Aerienne, the Members of La Reunion Aerienne identified in Paragraph No. 9 above, and to one or more of the remaining Defendants identified herein. These John Doe Defendants

participated in providing primary and/or excess insurance coverage through La Reunion Aerienne to Turbomeca France and Turbomeca U.S.

11. Defendant, AXA ("AXA"), is an international insurer with offices in Paris and New York, New York.

12. At the times mentioned herein, Defendant, L'Union des Assurances de Paris (hereinafter "UAP"), also known as AXA, was an insurance company organized in France. On or about January 24, 1997, AXA, acquired 91.37% of the shares of UAP and on or about May 12, 1997, AXA merged with UAP. At that time, the company was known as AXA-UAP, but became known as AXA sometime in 1998.

13. John Doe Defendants 26 through 50 were members of UAP (now known as AXA) at the time Policy No. 93/14313 was issued, insuring among others, Turbomeca France and Turbomeca U.S. The identities of John Doe Defendants 26 through 50 are not known to Plaintiffs, but is known to UAP, AXA, and to one or more of the remaining Defendants identified herein. Said John Doe Defendants 26 through 50 participated in the provision of primary and/or excess insurance coverage provided to Turbomeca France and Turbomeca U.S. with La Reunion Aerienne, UAP, AXA, and one or more of the remaining Defendants identified herein.

14. Defendant, La Reunion Francaise, also known as AXA Global Risks, S.A., is a French insurance company and at the times mentioned herein was a subsidiary of UAP. La Reunion Francaise is now a subsidiary of AXA. On May 27, 1993, La Reunion Francaise was listed as the Aperiteur on Policy No. 93/14313 insuring Turbomeca France and Turbomeca U.S. La Reunion Francaise was also a member of the G.I.E. La

Reunion Aerienne. Since 1993, La Reunion Francaise has merged into a company known as AXA Global Risks, S.A.

15. Defendants, John Doe 51 through 150, are syndicates of Lloyd's Corporation who have agreed to cover risks under Policy No. 93/14313 and Cover Note 509/AW589293 insuring, among others, Turbomeca France and Turbomeca U.S. These Defendants, John Doe 51 through 150, are not known to Plaintiffs, but are known to some or all Defendants herein.

16. Defendant, Arig Insurance Company Ltd., is an English insurance company and provided primary coverage under Policy No. 93/14313 and Cover Note AW 589293.

17. Defendants, John Doe 151 through 200, are unknown English insurance companies which provided 38% of the English primary coverage under Policy No. 93/14313 and Cover Note AW 589293. The identities of these insurers are known to some or all Defendants but unknown to Plaintiffs.

18. Defendant, United States Aircraft Insurance Group ("USAIG"), is a group of insurance companies that collectively function as a worldwide insurance market for all types of aviation insurance. USAIG is managed by Defendant, United States Aviation Underwriters, Inc., ("USAU") and is responsible for selecting business, specifying rates, binding coverages, issuing policies, arranging reinsurance, collecting premiums and settling claims on behalf of USAIG. The member companies of USAIG are Defendants, Cincinnati Insurance Company; CGU Insurance Company of New Jersey; CGU Insurance Company of New York; GA Insurance Company of New York; General Assurance

Company; Potomac Insurance Company of Illinois; Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Pacific Insurance Company, Ltd.; Twin City Fire Insurance Company; Liberty Mutual Insurance Company; Royal Indemnity Company; American and Foreign Insurance Company; Globe Indemnity Company; Royal Insurance Company of America; Safeguard Insurance Company; St. Paul Fire and Marine Insurance Company; St. Paul Fire and Casualty Insurance Company; St. Paul Guardian Insurance Company; St. Paul Indemnity Insurance Company; The St. Paul Insurance Company of Illinois; St. Paul Insurance Company of North Dakota; St. Paul Mercury Insurance Company; St. Paul Property and Casualty Insurance Company; United Services Automobile Association; USAA Casualty Insurance Company; Zurich American Insurance Company; American Guarantee and Liability Insurance Company; and Zurich American Insurance Company of Illinois. USAIG, through one or more of the above-mentioned companies, provided excess insurance coverage to Turbomeca U.S. and Turbomeca France.

19. Defendants, John Doe 201 through 250, are members of Defendant, USAIG, and their identities are unknown to Plaintiffs, but are known to USAIG and/or the Defendant members of USAIG named herein in paragraph 18 above. These John Doe Defendants, 201 through 250, participated in the excess coverage provided to Turbomeca France and Turbomeca U.S.

20. Defendant, Associated Aviation Underwriters ("AAU"), is a corporation owned by the Chubb Corporation and CNA Financial Corporation, and managed by Associated Aviation Underwriters, Inc. AAU issues a syndicate policy on behalf of the

following insurance companies, also Defendants herein: Centennial Insurance Company; Continental Casualty Company; Federal Insurance Company; Fireman's Fund Insurance Company; Greenwich Insurance Company; Lumbermens Mutual Casualty Company; Underwriters Insurance Company; and Westport Insurance Company (hereinafter, the "AAU Companies"). Westport Insurance Company is an insurance company organized under the laws of Missouri. AAU, through the AAU companies, participated in the excess coverage with the member companies of the La Reunion Aerienne and others as described in a Note de Couverture issued by Faugere & Jutheau, a French insurance broker.

21. Defendants, John Doe 251 through 300, are members of AAU and their identities are unknown to Plaintiffs, but are known to AAU and the Member companies of AAU named herein in paragraph 20 above.

22. Defendant, Compagnie des Assurances Maritimes, Aerielles et Terrestres ("CAMAT"), also known as Defendant, AFG-M.A.T., was a French insurance company at the times mentioned herein. CAMAT participated with the member companies of G.I.E. La Reunion Aerienne in providing excess coverage to Turbomeca France and Turbomeca U.S. as described in the Note de Couverture issued by Faugere & Jutheau. Defendant CAMAT merged with a company named AGF and became known as AGF-M.A.T. Therefore, Defendant AGF-M.A.T., is a successor to Defendant, CAMAT.

23. Defendant, Skandia Insurance Company Ltd. ("Skandia"), is a foreign insurance company selling insurance worldwide. Skandia is identified in the Note de

Couverture for Policy No. 93/14313 as an insurer providing excess coverage to Defendants Turbomeca France and Turbomeca U.S.

24. Defendant, Aviator, is a foreign insurance company and is identified in the Note de Couverture issued by Faugere & Jutheau as a company providing excess insurance coverage to Turbomeca France and Turbomeca U.S.

25. AXA, also known as AXA (AVIAFRANCE), is a French insurance company identified in the Note de Couverture issued by Faugere & Jutheau as providing excess insurance coverage to Turbomeca France and Turbomeca U.S.

26. Defendants, New Hampshire Insurance Company, Insurance Company of North America (U.K.) Ltd., Sirius (U.K.) Insurance P.L.C., and Arig Insurance Company Limited (collectively known as the "English Excess Insurers") provided coverage in various percentages under Policy No. 93/14313 and Cover Note AW58893.

27. Defendant, Corporation of Lloyd's (hereinafter "Lloyd's"), provides a physical site for the sale of insurance by underwriters that are members of Lloyd's. The underwriting market at Lloyd's consists of syndicates, which have underwriter members who are known as names. These syndicates are the entities which subscribe on behalf of their members to cover risks. Defendants, John Doe 251 through 350, are syndicates and names of Lloyd's and provided approximately 60 percent of the excess coverage under Cover Note AW 588593 obtained by C.T. Bowring through Lloyd's. The identities of these syndicates are not known to Plaintiffs but are known to some or all of Defendants.

28. Defendants, John Doe 351 through 450, are subsidiaries or affiliates of one or more Defendants, insurance companies, insurance brokers, insurance agents, underwriters, insurance syndicates, insurance pools, insurance groups, and/or individuals who participated with or through La Reunion Aerienne, UAP, La Reunion Francaise and one or more of the remaining Defendants in providing primary and/or excess insurance coverage under Policy No. 93/14313, Cover Note AW 58893, Cover Note 589293, the Note de Couverture issued by Faugere & Jutheau, or such other cover notes issued to Turbomeca France and Turbomeca U.S; or who provided information concerning the limits of coverage. The identities of Defendants, John Doe 351 through 450, are not known to Plaintiffs but are known to one or more of the remaining Defendants and are easily identifiable to them.

29. Defendant, John Doe 451, is an unknown representative of an insurance company, holding company, brokerage, or other entity who provided information to Plaintiffs concerning the amount of coverage available to Turbomeca France and Turbomeca U.S. The identity of this representative is known to some or all Defendants but is unknown to Plaintiffs.

30. Defendant, John Doe 452, is an unknown and unidentified underwriting company providing information to Plaintiffs concerning insurance coverage through Defendants Turbomeca France and Turbomeca U.S. The identity of John Doe 452 is unknown to Plaintiffs, but is known to some or all Defendants. Defendant, John Doe 452, was acting as an agent on behalf of all Defendants at the times mentioned herein.

31. On May 27, 1993, Plaintiff, Sheila A. Roth, was a flight nurse working for St. Joseph Health Center. On the date in question she was a flight nurse on a Life Flight Helicopter piloted by James Barnett, Jr. which was transporting Sherry Letz to St. Luke's Hospital in Kansas City, Missouri. Near Bethany, Missouri the engine of said helicopter failed because of a defective nozzle guide vane manufactured by Turbomeca France and distributed by Turbomeca U.S. The engine failure caused the helicopter to crash, killing Barnett and Letz, and severely injuring Philip Hedrick, a respiratory therapist also attending Ms. Letz. Plaintiff, Sheila A. Roth, was rendered paraplegic as a result of the crash. Plaintiffs, Sheila A. Roth and Robert R. Roth, were Plaintiffs in a lawsuit arising out of the crash filed against Turbomeca U.S. and Turbomeca France in Case No. CV93-23578 in the Circuit Court of Jackson County, Missouri. The lawsuit alleged that Turbomeca France and Turbomeca U.S. were engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopter jet engines and helicopters for ultimate sale and/or use in the State of Missouri. Plaintiffs also alleged that said Defendants sold, delivered, and/or distributed such products for ultimate sale and/or use in the State of Missouri to be used by a foreseeable class of persons, of whom Sheila A. Roth was a member, consisting of those persons who may be nurses on helicopters using Turbomeca engines. Plaintiffs also alleged that said Defendants manufactured products that were defective and unreasonably dangerous, and that as the result of the defective and dangerous products, Plaintiff, Sheila A. Roth, was severely injured in the crash aforescribed. Plaintiffs sought both actual and punitive damages. In addition to the

lawsuit filed by Plaintiffs herein, the survivors of Sherry Letz also filed suit in Letz v. Turbomeca Engine Corporation, et al., CV93-19156 (hereinafter referred to as the “Letz case”). The survivors of James Barnett, Jr. also sued Turbomeca Engine Corporation and others (the “Barnett case”), as did Phillip Hedrick and his wife (the “Hedrick case”). All such lawsuits were filed in the Circuit Court of Jackson County, Missouri. In the Letz case and the Barnett case, two separate juries in Jackson County, Missouri determined that Turbomeca France’s nozzle guide vane was unreasonably dangerous and that Turbomeca France and Turbomeca U.S. were negligent. In the Barnett case the jury found that Turbomeca France’s conduct showed a complete indifference to or conscious disregard for the safety of others. The Missouri Court of Appeals, in considering an appeal by Turbomeca France and Turbomeca U.S., found that “testimony by Turbomeca’s own officers indicates complete indifference to, and a conscious disregard for the safety of others.”

32. Because Plaintiffs’ case, CV93-23578, the Letz case, the Barnett case, and the Hedrick case all arose out of the same crash, Judge H. Michael Coburn of the Jackson County Circuit Court ordered that discovery propounded in any one of the cases would be deemed propounded by all plaintiffs in the remaining cases. The plaintiffs in the Letz case propounded interrogatories to Turbomeca France and Turbomeca U.S. asking whether said Defendants had any insurance agreement or policy which might provide for the satisfaction of all or any part of a judgment that might be entered against said Defendants in that proceeding, and if so, the per-person bodily injury and personal injury limits of coverage. Turbomeca France provided its sworn

answer to these interrogatories on or about May 3, 1994, and represented that the limits of coverage were 250,000,000 French francs, which was approximately \$50,000,000 United States dollars. Turbomeca U.S. provided a similar sworn answer on or about March 30, 1994, and likewise represented that the limits of coverage were 250,000,000 French francs. Defendants intended that Plaintiffs rely on the representations made about how much insurance Defendants, Turbomeca France and Turbomeca U.S., had.

33. The representations as to the limits of coverage were false and Defendants either knew the representations were false, or Defendants did not know whether the representations were true or false when made. There was, in fact, approximately One Billion United States Dollars (\$1,000,000,000) in coverage available.

34. The representations were made by one or more Defendants herein with knowledge that the representations were false. According to sworn testimony of Kevin Cook, the information for the interrogatory answers concerning insurance coverage was provided by Defendants, La Reunion Aerienne and La Reunion Francaise. At the time that the false information was provided by La Reunion Aerienne and La Reunion Francaise, those Defendants were acting as agents on behalf of the remaining Defendants, identified in Paragraphs 8 through 30 above.

35. La Reunion Aerienne was also acting in a joint venture with UAP (also known as AXA) to provide coverage under Policy No. 93/14313. La Reunion Aerienne and UAP had an agreement, express or implied, for a common purpose to be carried out by La Reunion Aerienne and UAP, a common pecuniary interest in that purpose,

and equal right to a voice in direction of the enterprise, which gave equal right of control. La Reunion Aerienne and UAP had an agreement to provide insurance to Societe Labinal and its subsidiaries, including Turbomeca France and Turbomeca U.S., and they had a common pecuniary interest in that there was a premium to be charged to the insured. La Reunion Francaise was also a part of that joint venture along with the insurance companies who are identified Paragraphs 8 through 30 above. They are jointly and severally liable for the acts of each other, and for the acts of the agents of each other.

36. Plaintiffs settled their lawsuit in Case No. CV93-23578. The representations of Defendants, Turbomeca France and Turbomeca U.S., about their limited insurance, were material to Plaintiffs' decision to settle their lawsuit against Defendants in Case No. CV93-23578, as their case was one of four lawsuits filed against Defendants arising out of the same helicopter crash, and their case was the last case scheduled to be tried. The crash giving rise to Plaintiffs' action against Turbomeca France and Turbomeca U.S. killed James Barnett, Jr. and Sherry Letz, and critically injured Philip Hedrick and Plaintiff, Sheila A. Roth, leaving her paralyzed from the waist down. With evidence elicited during discovery that proved the egregious conduct of the Turbomeca Defendants, thereby raising a substantial likelihood of substantial damages for aggravated circumstances, with two fatalities and two seriously injured persons asserting claims, and with what Plaintiffs believed to be only \$50,000,000 in coverage, Plaintiffs were afraid that the coverage would be insufficient to satisfy the judgments that could reasonably be anticipated against Turbomeca France and Turbomeca U.S.,

for which reason they settled their case for far less than it was worth. Plaintiffs would not have settled their case for the amount actually paid had they known the true facts concerning the limits of coverage.

37. Plaintiffs orally agreed to settle their lawsuit on or about March 28, 1995. Plaintiffs executed the Release and Settlement Agreement releasing Turbomeca France and Turbomeca U.S. on or about April 14, 1995. Plaintiffs also executed Uniform Qualified Assignments and Releases with Prudential Insurance Company of America and Metropolitan Life Insurance Company on or about the same date. The effective date of the Uniform Qualified Assignment and Release with Prudential Insurance Company and Metropolitan Life Insurance Company was April 26, 1995. The day before Plaintiffs signed the settlement documents releasing Turbomeca France and Turbomeca U.S., a jury verdict was entered in the Letz case, the first case arising out of the helicopter crash to be tried, in the amount of \$70,000,000, an amount in excess of the limits of coverage represented by Turbomeca France and Turbomeca U.S. Plaintiffs did not learn of the falsity of Defendants' representations until May 3, 1995.

38. Plaintiffs were damaged as a direct result of the false representations made by said Defendants as to insurance coverage in that they relied on the false representations and settled their lawsuit against the Turbomeca France and Turbomeca U.S. for an amount less than what they would have received had they taken their case to trial.

39. The conduct of Defendants was outrageous because of Defendants' evil motive or reckless indifference to the rights of others.

**WHEREFORE**, Plaintiffs, Sheila A. Roth and Robert R. Roth, pray for judgment on Count I of their Petition against Defendants, jointly and severally, for damages that are fair and reasonable, including actual and punitive damages, together with the costs herein incurred, and for such further relief as the Court may deem just and proper.

## **COUNT II – NEGLIGENT MISREPRESENTATION**

**COME NOW** Plaintiffs, by and through their attorneys, and for Count II of their Petition state:

40. Plaintiffs incorporate by reference the allegations of Count I as though fully set forth herein.

41. Defendant, Mendes & Mount LLP (hereinafter "Mendes & Mount"), is a New York law firm and at the times mentioned herein was providing legal services in Jackson County, Missouri on behalf of Turbomeca France, Turbomeca U.S., and as liaison for all underwriters, syndicates, insurance companies and their agents mentioned herein.

42. Defendant, Kevin Cook, is a partner in Mendes & Mount and at all times mentioned herein was acting in the course and scope of his employment for Mendes & Mount, and providing legal services for all Defendants herein except Defendant, Douglas N. Ghertner, mentioned below.

43. Defendant, Douglas N. Ghertner, is a resident of Kansas City, Jackson County, Missouri. At all times mentioned herein, Ghertner was providing legal services

on behalf of Mendes & Mount, and Turbomeca U.S., Turbomeca France, as well as all other Defendants mentioned herein.

44. Defendants, Mendes & Mount LLP, Kevin Cook, and Douglas N. Ghertner, supplied information as to the limits of coverage in the course of their business as attorneys for Turbomeca France, Turbomeca U.S., and all other Defendants mentioned herein.

45. Plaintiffs orally agreed to settle their lawsuit on or about March 28, 1995. Plaintiffs executed the Release and Settlement Agreement on or about April 14, 1995. Plaintiffs also executed Uniform Qualified Assignments and Releases with Prudential Insurance Company of America and Metropolitan Life Insurance Company on or about the same date. The effective date of the Uniform Qualified Assignment and Release with Prudential Insurance Company and Metropolitan Life Insurance Company was April 26, 1995.

46. The Letz case was being tried before a jury during the time that Plaintiffs orally agreed to settle their case. The verdict in the Letz case was entered on April 13, 1995, in the amount of \$70,000,000, or \$20,000,000 more than the limits of coverage represented to be \$50,000,000. This verdict was rendered the day before the Release and Settlement Agreement was executed by Plaintiffs.

47. After the verdict was rendered in the Letz case, and before the effective date of the Qualified Assignment and Release with Prudential Insurance Company of America and with Metropolitan Life Insurance Company, Mendes & Mount, Kevin Cook, and Douglas N. Ghertner knew that the information given to Plaintiffs concerning the

limits of coverage was indeed false, and that the true limits of coverage were not only adequate to pay the verdict in the Letz case, but were in fact \$1,000,000,000.

48. Mendes & Mount, Kevin Cook, and Douglas N. Ghertner failed to exercise reasonable care to inform Plaintiffs that the information concerning the limits of coverage previously given by their clients in March and May of 1994 was false before the effective date of the Qualified Assignment and Release with Prudential Insurance Company of America and with Metropolitan Life Insurance Company.

49. The information concerning the limits of coverage was intentionally provided by the Defendants in Case No. CV93-23578 for the guidance of Plaintiffs.

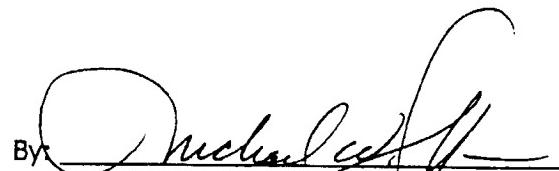
50. In relying on the information as to the limits of coverage that was provided in March and May of 1994, Plaintiffs suffered a pecuniary loss because they settled their case for an amount less than the true value of said case. If Plaintiffs had been given the true information as to the limits of coverage before the effective date of the agreements with Prudential Insurance Company of America and with Metropolitan Life Insurance Company, Plaintiffs could have taken action to rescind the Release and Settlement Agreement and the Qualified Assignment and Release with Prudential Insurance Company of America and with Metropolitan Life Insurance Company. After the effective date of those agreements, Plaintiffs had no remedy to rescind the Release and Settlement Agreement.

51. Plaintiffs were damaged as a direct result of the negligence of Defendants Mendes & Mount, Kevin Cook, and Douglas N. Ghertner because they settled their case for an amount less than the actual value of their case.

**WHEREFORE**, Plaintiffs pray for judgment on Count II of their Petition against Defendants Mendes & Mount, Kevin Cook, and Douglas N. Ghertner, jointly and severally, for damages that are fair and reasonable, together with the costs of this action, and for such further relief as the Court may deem just and proper.

WELCH, MARTIN, ALBANO & MANNERS, P.C.

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